



**New Orleans Redevelopment Authority (NORA)**  
**Request for Proposals**  
**RFP #16-520-01**  
**Property Maintenance Services**  
**Issue Date: Friday, May 27, 2016**  
**Deadline: Friday, June 24, 2016**

NORA works to redevelop and revitalize the City of New Orleans. Equipped with broad legal authorities, including the power to expropriate blighted properties, NORA works in partnership with the City of New Orleans, local organizations, businesses, neighborhoods, and citizens to implement comprehensive neighborhood and commercial corridor redevelopment plans.

With these responsibilities, NORA has a large inventory of properties that require regular maintenance (grass cutting, lot clearing, and debris removal). Properties that are the subject of this RFP include:

- **LLT Properties Transferred to NORA:** In the wake of Hurricane Katrina, the State of Louisiana created the Louisiana Land Trust (LLT) as the receiver of properties acquired from homeowners through the Road Home Program. In 2012, LLT transferred approximately 3,000+ Orleans Parish properties ("Road Home Properties" or "Properties") from its inventory to the New Orleans Redevelopment Authority (NORA). This number has been decreased as NORA disposed of them through its property disposition programs.
- **NORA Properties:** Currently NORA and its subsidiary New Orleans Redevelopment Unlimited (NORU) owns approximately 2,200+ properties that NORA has acquired over the years through expropriation, adjudication, and donation.
- **Collaborative Nuisance Abatement Program (CNAP) and Chapter 66 Lot Maintenance Properties:** The City of New Orleans requested the assistance of NORA in its remediation efforts, in the form of CNAP, including those properties deemed by the City to be in violation of Chapters 6, 26, and/or 66. The properties assigned to NORA are privately owned. NORA preforms the initial cut to bring the properties back in to a compliant state, and are re-assigned the same group of properties for Routine Maintenance Cut (RMC). Currently NORA is responsible for the remediation of approximately 5,300 property cuts.
- Other properties as identified by NORA.

NORA desires to contract with multiple firms to provide the lawn and yard maintenance on these properties on a routine or an as needed basis and requests proposals from experienced property maintenance firms to provide the needed services as outlined in Attachment A.

Please note that NORA is interested in awarding this work to businesses that:

- are primarily owned by low income people; and/or
- are primarily owned by residents of public housing, and/or



- provide job opportunities AND training to the following groups:
  - the chronically unemployed (individuals who have been unemployed for more than 27 weeks);
  - persons who have been convicted of a crime;
  - recovering addicts;
  - the chronically homeless (defined as a person who has been continually homeless for the past year and/or a person who has had four episodes of homelessness in the past three years as can be verified by a caseworker or shelter staff); and
  - individuals in the City of New Orleans Office of Workforce Development's database.

NORA requires that 50% of new employees (after award is made) hired by contractor/team for field work on this contract be from the population described above. Furthermore, NORA has set a goal of 75% for workforce participation from people of these groups overall.

A large component of the evaluation of proposals will be based on the contractor's previous track record in this area, and upon the contractor's proposal to achieve meaningful results in making employment opportunities to these populations as well as providing training opportunities to help their employees (particularly those from these populations) to succeed.

NORA expects to spend a maximum of \$2,000,000 on combined services among several contracts over the course of the next year.

Single copies of the RFP may be obtained on NORA's website at [redevelop.nola.gov](http://redevelop.nola.gov) or by contacting Kristy Chauvin, Contract Compliance Coordinator, via telephone at (504) 658-4400 or email at [kdchauvin@nola.gov](mailto:kdchauvin@nola.gov).

**Instructions:** Respondents shall submit proposals in the following formats to NORA: Attention: Kristy Chauvin, Contract Compliance Coordinator, 1409 Oretha Castle Haley Boulevard., New Orleans, LA 70113, 504-658-4400, [kdchauvin@nola.gov](mailto:kdchauvin@nola.gov), not later than **Friday, June 24, 2016, by 4:00 PM, (CST):**

- a) Five (5) hard copies of the proposal enclosed in a sealed envelope, marked "**Property Maintenance Services, RFP #16-520-01**". *[Note that NORA encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. NORA discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable].*  
and
- b) One signed proposal as a PDF file, titled "**Property Maintenance Services, RFP #16-520-01**"; this electronic version is to be submitted for NORA files only and is not required to be considered responsive.

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective offeror. All questions and requests for interpretation must be submitted in writing to Kristy Chauvin, by email to [kdchauvin@nola.gov](mailto:kdchauvin@nola.gov) at least



seven (7) days before the submission due date and time. NORA will reasonably attempt to answer questions submitted in advance. All questions and answers will be posted on NORA's website at [redevelop.nola.gov](http://redevelop.nola.gov) in the form of an addendum.

NORA will not accept responses submitted by fax. All responses **must be received** by NORA on or before the Delivery Deadline. NORA will not consider responses delivered after the deadline. NORA will not credit delivery claims not clearly documented by original receipt.

1. **Scope of Services:** Attachment A describes the needed services.
2. **Submission Information:** Responses must be submitted in accordance with Attachment C of this RFP.
3. **Evaluation and Selection:** NORA will select the successful respondents according to the procedures described in Attachment D.
4. **Contracting:** NORA reserves the right to select multiple contractors to perform any and/or all of the services requested herein. If NORA identifies likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services Contracts. These contracts will stipulate the terms and conditions of the services to be provided and will contain the standard NORA provisions shown in Attachment A-I. The RFP and response of the selected respondent(s) shall become part of any contract initiated by NORA.
5. **Contract Term:** The contract term shall be for one year, with the option to renew in one year increments up to a total of four years.
6. **Ownership:** All responses and all documentation submitted therewith are NORA property for all purposes. Respondents will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.

7. **Opportunities in Employment and Contracting Requirements for Disadvantaged Businesses:** NORA seeks to extend subcontracting opportunities to Registered Disadvantaged Business Enterprises (DBEs) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The offeror shall agree to comply with NORA's Board approved DBE Policy and to meet the contract goal for DBE participation in the performance of this contract.
8. **Effect:** This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. NORA may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services Contract executed by NORA and the selected respondents, if any, is the exclusive statement of rights and obligations extending from this solicitation.



- 9. Additional Requirements:** NORA reserves the right to amend the instructions, requirements, general and special conditions, scope of work, and specifications of this RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be posted on NORA's website at [redevelop.nola.gov](http://redevelop.nola.gov) and may be provided to all potential respondents who receive the RFP. Continue to check NORA's website for any modifications to the RFP.
- 10. Proprietary Information:** Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a proposal identified as such must be clearly marked as **CONFIDENTIAL** in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.
- 11. Cost of Preparing Responses:** NORA shall not be liable for any costs incurred by respondents prior to entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by NORA.
- 12. Errors and Omissions in Proposal:** NORA shall not be liable for any errors in responses. NORA, at its option, has the right to request clarification or additional information from the respondents.
- 13. Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana and City of New Orleans.
- 14. Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFP response and at all times during the performance of any work pursuant to this RFP, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.
- 15. Subcontracting Information:** NORA shall have a single contract for each proposal/project. The designated party, as identified by the respondent, shall be responsible for all deliverables as outlined in the contract. This general requirement notwithstanding, respondents may enter into subcontractor arrangements. However, the respondent must acknowledge in its proposal total responsibility for the entire contract.
- 16. Insurance/Bonding Requirement:** The successful applicant will be required to provide insurance coverage prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. Proof that coverage is either currently in place or will be provided prior to the start of the contract must be submitted with the submission as provided for in Attachment E.
- 17. Insurance:**
- I. Requirements
    - a. Basic:

- (1) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by NORA shall be non-contributing to Contractor's insurance coverage. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.
  - (2) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for employers' liability, general liability, auto liability, and umbrella liability, but are acceptable for pollution liability policies.
  - (3) The New Orleans Redevelopment Authority, it's Boards, agents, directors, employees and volunteers shall be named as an Additional Insured on the Contractor's liability insurance program.
  - (4) If the Contractor's liability insurance program does not contain the standard ISO separation of insured's provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.
  - (5) The Contractors shall endorse their policies (as applicable) to contain the following requirements:
    - (a) Waiver of Subrogation Endorsement to include written contracts in favor of The New Orleans Redevelopment Authority, its Boards, agents, directors, servants, employees and volunteers, and any other entities who may require waivers by specific contract;
    - (b) Thirty (30) days prior written notice of cancellation, non-renewal or any reduction in coverage's or limits.
- b. Types and Amounts
- (1) **WORKERS' COMPENSATION:**
    - (a) State Act - Louisiana Statutory Requirements; Other States coverage;
    - (b) Employer's Liability coverage with a minimal acceptable limit of not less than \$1,000,000/\$1,000,000/1,000,000.
  - (2) **GENERAL LIABILITY:**
    - (a) Commercial General Liability Form CG 00 01, or pre-approved alternative; with a minimal acceptable limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and shall include products completed operations coverage with a minimal acceptable limit of not less than a \$2,000,000 aggregate;
    - (b) Use Form CG 2010 **and** CG 2037;



- (c) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

**Note:** The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverage's for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.

- (3) COMMERCIAL AUTO:
  - (a) Minimal acceptable limit of not less than \$1,000,000 Combined Single Limits for bodily injury and property damage;
  - (b) Liability coverage to be provided for Any Auto **or** All Owned Autos **and** Hired and Non Owned Autos;
  - (c) Policy to include the Broad Form Transportation Pollution Form CA 99 48, or most current form available.

## 2. General Specifications

- a. Contractor's Liability Insurance: If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage. In the event of a sub-contractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub-contractors work, actions, or inactions.

### b. General Requirements:

#### (1) Qualifications of Insurers:

- (a) All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverage's so required.
- (b) If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to NORA. NORA reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

- (2) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance,



which shall remain in effect in the name of the partnership, shall also be furnished.

- (3) **Certificates of Insurance:** The Contractor shall furnish to NORA Certificates of Insurance effecting coverage's required in this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms that are to be received and approved by NORA. NORA reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
- (4) **Objection by NORA:** If NORA has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, NORA shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to NORA'S objections within ten (10) days from the date of the letter request.
- (5) **The Contractor's Failure:** Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of NORA, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.
- (6) **No Waiver of Liability:** Acceptance of evidence of the insurance requirements by NORA in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by NORA is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.
- (7) **No Recourse against NORA:** the insurance companies issuing the policies shall have any recourse against NORA for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
- (8) **NORA'S Liability Insurance:** In addition to the insurance required to be provided by The Contractor above, NORA, at its option, may purchase and maintain at NORA'S expense its own liability insurance as will



protect NORA against claims which may arise from operations under the Contract.

## **18. Performance Bond Requirement**

1. The Contractor shall purchase, furnish and maintain an annual performance bond in an amount of **\$5,000** as security for the faithful performance of all Contractors' obligations strictly according to the scope of services of this Contract and Work Orders confirmed hereunder. The Contractor shall also furnish any other bonds required by the Contract.
2. Except as otherwise provided by law or regulation, NORA shall prescribe the bond form. Only sureties qualified under LSA-R.S. 38:2219 may supply the needed bond. A certified copy of the surety agent's mandate or other authority will accompany and document all bond commitments. If the surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements hereof, the Contractor shall within twenty (20) days thereafter substitute another bond and surety, both of which shall comply herewith.
3. The Contractor's surety shall obligate itself to all the terms and covenants of the Contract covering the Work to be performed hereunder. NORA reserves the right to order extra work or to make changes by altering, adding to, or deducting from the Work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of the bondsman or releasing it from any of its obligations hereunder.





## **New Orleans Redevelopment Authority (NORA)**

### **Request for Proposals**

**RFP #16-520-01**

### **Property Maintenance Services**

**Issue Date: Friday, May 27, 2016**

**Deadline: Friday, June 24, 2016**

### **Attachment A**

#### **SCOPE OF SERVICES**

NOTICE: THIS SCOPE WILL BE PART OF A NON-EXCLUSIVE CONTRACT FOR SERVICES. THE CONTRACTOR WILL PERFORM ONLY BY AND ACCORDING TO SPECIFIC NORA ASSIGNMENT. NOTHING REQUIRES NORA TO ISSUE OR MAINTAIN ANY ASSIGNMENTS HEREUNDER.

1. The Contractor must receive an approved work order from NORA prior to beginning all work or acceptance and processing of all orders. Only the NORA Executive Director or his/her designee has authority to place orders chargeable to NORA funds. Contractor may contact the Inventory Manager.
2. Claims against NORA are payable only on invoices that reference the NORA Program Cut Code Number and Work Order Number, rendered to NORA, Inventory Manager, 1409 Oretha Castle Haley Blvd., , New Orleans, LA 70113.
3. NORA reserves the right to cancel work orders within a reasonable period after issuance. Should a work order be canceled, NORA agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the work order cancellation. NORA will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a work order.

#### **OUTLINE**

1. Property Maintenance *Purpose & Definitions*
2. Property Maintenance *Operations*
3. Related Requirements
  - A. Site Access
  - B. Equipment
  - C. Nuisances
  - D. Dumping Tickets
  - E. Illegal Dumping
  - F. Risk
  - G. Hazardous Waste
  - H. Permits and Licenses
  - I. Environmental Regulations
  - J. Records and Reports



- K. Safety and Security
- L. Hours of Operations
- M. Payments

#### 4. TERMS AND CONDITIONS

Attachment A-1 Required Contract Provisions and CDBG Compliance Provisions

Attachment A-2 Labor Standards

Attachment A-3 Monthly Training Report

Attachment A-4 Payroll Certification

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**I. Property Maintenance – Purpose & Definitions:** As developed below, the Contractor will document, clean, cut, clear, treat, and repair lots by specific New Orleans Redevelopment Authority (“NORA”) assignment via the issuance of work orders. For the purposes hereof:

A. “Lot” means the entire boundary site in Orleans Parish tasked for the Contractor’s operations. This includes the area associated with the property in the Orleans Parish Board of Assessor’s property records and can include the areas extending to the curb or street as directed by the Executive Director or his/her designee.

B. “Document” means, before other operations, to:

1. Confirm the lot assignment,
2. Inspect the lot; note that the lot will include all property servitudes (including up to 18” into street)
3. Generally identify lot boundaries, including sidewalks and curbs,
4. Identify special debris removal or clearing problems on the lot, such as abandoned vehicles, substantial construction debris, downed trees, hazardous waste, and the like;
5. Detail lot conditions (including hazardous materials present if any) and special debris removal or clearing problems by representative color photographs and/or brief written description.

C. “Clean” means to collect and remove readily-removable debris and refuse, such as trash, cans, bottles, large branches, discarded small equipment such as lawn mowers, discarded furniture, tires, automobile batteries, white goods and the like from the lot before cutting and clearing. Cleaning will not collect or remove abandoned vehicles, boats, more than four tires, substantial construction debris, more than three white goods, downed trees, hazardous waste, or the like from assigned lots. Cleaning will not cap sewer lines. Cleaning will not collect or remove debris and refuse from the interior structures on the lot.

D. “Cut” means to cut, grub (to a depth of no more than 3”), or scrape grass, weeds, and small shrubs and trees (trunk less than 1” in diameter) to a maximum 1” height over the lot. Cutting will also



edge lots along concrete or other hard-surface sidewalks and driveways and curbs. Cutting will remove dead shrubs. It will not remove other shrubs or trees or tree stumps.

E. “Clear” means to collect cuttings, refuse, and debris produced by cutting or left on the lot after cutting and remove it and other debris and refuse collected from the lot to lawful disposal. Clearing will fill and smooth small holes and ruts with earth obtained from the lot. Clearing will also sweep and remove all debris and refuse from areas extending at least eighteen inches into streets immediately adjoining lots tasked for cleaning, cutting, clearing, treating and repair hereunder. Clearing will not fill swimming pools or large pre-existing holes or ruts. It will not grade or slope the lot. It will not collect or remove abandoned vehicles, substantial construction debris, downed trees, asbestos, hazardous waste, or the like from assigned lots.

F. “Repair” means restoring damage to assigned lots and adjacent areas caused by the Contractor’s operations hereunder. Without limitation, Repair will fill and grade ruts produced by the Contractor’s equipment and operations. It will rebuild or restore fences and gates taken down or damaged during or to enable the work. Repair will replace concrete or other hard-surface sidewalk, driveway, and curb areas broken during assigned operations. Repair will not fix damage or displacements to installations for which a public utility is responsible, such as electric, gas, and water meters, telephone poles, overhead wires, and some pipes. For such needs, Repair will promptly report the damage or displacement to the responsible utility; obtain the needed correction through the responsible utility, and pay for it.

G. “Special Needs” are needs outside the contracted scope concerned with hazards, abandoned vehicles, neglected structures, large holes and ruts, buried debris, exposed pipes, broken slabs and sidewalks, open pools and other water collections, breeding sites, dead trees, trespassing, needed service disconnections, and other conditions and activities on and near the lot contributing to blight and nuisance.

**2. Property Maintenance – Operations:** Operations hereunder will follow the sequence described below:

- A. Assignment: NORA will assign batches of lots for operations hereunder by written work order, electronically, to the Contractor. Assignments will identify the lot by street address and other information as needed. Note that if NORA contracts with more than one firm under this RFP, NORA will assign work first to contractors who demonstrate the highest capacity to perform, and ability to participate (in terms of raw numbers and participation) from:
- The chronically unemployed (individuals who have been unemployed for more than 27 weeks);
  - Persons who have been convicted of a crime;
  - Recovering addicts;
  - The chronically homeless (defined as a person who has been continually homeless for the past year and or a person who has had four episodes of homelessness in the past three years as can be verified by a caseworker or shelter staff; and
  - Individuals in the City of New Orleans Office of Workforce Development’s database.



Other factors NORA will consider in assignment of work to contractors shall be:

- The number and quality of training opportunities offered to their workforce included for consideration will be any partnerships contractor has formed with outside third party training providers for training delivery.
- Past performance by contractor on work assigned under this contract.
- Contractor capacity (i.e., If additional work would put them beyond their capacity).

B. Initial Cut: Initial Cuts are for properties that have not been regularly maintained, and have vegetation growing on them in excess of 18 inches in height. Many of the properties NORA has acquired may come into NORA's inventory in such a state, however, NORA expects that some properties received into its inventory **will not be in an unmaintained state**, and will therefore be considered as Routine Maintenance Cuts [RMC].

These "initial cut" provisions apply if and when the contractor visits a property and finds it in an unmaintained state.

1. Lot Check and Report: The Contractor will Document the lots and submit a related written report and lot detail (including photographs) to NORA. Within twelve days of assignment, Contractor will document 75% of the lots, and within sixteen days of assignment, Contractor will document 100% of the lots.

2. Work Order: NORA will review the Contractor's written report and lot detail. As needed, Inventory Manager will discuss and reasonably resolve special problems and measurement discrepancies and calculations with the Contractor. At its discretion, NORA's Inventory Manager will assign operations hereunder by specific Work Order confirming the lot, and measurements, and containing special directions for reported problems. As tasked by NORA Work Order, the Contractor will clean, cut, clear, treat and repair assigned lots. The Contractor will clean, cut, clear, treat and repair assigned lots ONLY by specific NORA Work Order, confirming and directing the work as required.

3. Photographic Documentation:

- a. Contractor shall take at least one picture of each debris pile. The property must be captured in the background. Additional pictures from other angles, particularly on large piles are recommended.
- b. Contractor shall take pictures of the front, sides and back yard, of all structures after work is completed.
- c. Each Work Order will include a randomly selected four digit cut code, as provided by NORA. The cut code must show in all photos of work exactly as written, with the curb painted address.

4. Disposal: The Contractor will transport collected debris and refuse to a facility permitted by the State as an RCRA Subtitle D Landfill which shall be the appropriate landfill for such debris or as is applicable. It will deliver and transfer debris and refuse and other waste material to the facility for lawful disposal. It will collect complete, specific, original dumping tickets documenting disposals from each separate lot assigned.



All disposal costs incurred in performance of work assigned will be reimbursed upon submission of proper documentation with the Contractor's invoice.

5. Completion: 75% of lots on Work Order will be completed within 12 days. 100% of lots on Work Order will be completed within 16 days.
  - a. For each lot, the Contractor's completion report will A) describe and B) demonstrate (by digital color photographs with the 4 digit cut code described above pictured in the photo) lot conditions before and after the Contractor's lot operations. It will report performed tasks, special problems encountered during lot operations, and special needs remaining at the lot after lot operations.
  - b. Contractor shall turn in completion report within five (5) business days of the conclusion of the Work Order cutting period. For each lot, the Contractor's completion report shall list performed tasks, include all pictures described above, special problems encountered during lot operations, any new damage, debris, or safety issues, and any other special needs remaining at the lot after lot operations.
  - c. Note that on a monthly basis, Contractor must also complete Labor Certifications and Monthly Training Report.

C. Routine Maintenance Cuts: Routine Maintenance Cuts (RMC) will be initiated after initial cut assignments are complete. RMC's are assigned to Contractor on the first day of the cutting phase. A Routine Maintenance Cut (RMC) is a preventive maintenance cut scheduled on a cycle designed to retain properties within code. Generally, RMC's will be assigned to the contractor to whom they were assigned for the Initial Cut, but NORA reserves the right to re-assign cuts to contractors due to performance issues.

1. Work Order: The Contractor will clean, cut, clear, treat and repair assigned lots.
2. Disposal: The Contractor will transport collected debris (up to the identified standard allowance amount) and refuse to a facility permitted by the state as an RCRA Subtitle D Landfill. It will deliver and transfer debris and refuse and other waste material to the facility for lawful disposal. It will collect complete, specific, original dumping tickets documenting disposals from each separate lot assigned. The Contractor is responsible for all disposal costs. Debris in excess of these amounts must be reported to NORA prior to removal if no debris removal Work Order has been issued.
3. Schedule: The standard schedule and completion deadlines will be determined by NORA based upon budget. The frequency and completion deadlines will be provided by NORA.
4. Completion Deadlines:
  - Months where Property is only maintained once (October – March):
    - Cut Period begins on 1<sup>st</sup> of the month
    - 50% of properties completed by 15<sup>th</sup> of each month
    - 100% of properties completed by last day of month.
  - Months where Property is maintained twice (April – September):
    - Cut Period begins on 1<sup>st</sup> and 16<sup>th</sup> of each month
    - 75% of properties completed within 8 days.

NORA may at its discretion grant the Contractor different Work Order completion dates on a case by case basis. Any extension must be in writing. Should an RMC Work Order be assigned to Contractor after the first day of the cutting phase, the



deadlines listed below may be modified as needed by NORA; such modification should be obtained in writing by Contractor.

5. Documentation and Reporting:

- a. Contractor shall take at least one picture of each debris pile. The property must be captured in the background. Additional pictures from other angles, particularly on large piles are recommended.
- b. Take pictures of the front and back yard after work completion. Pictures must include that cutting period's cut code.
- c. A randomly selected four digit cut code will be given to Contractor the afternoon before the day of the next cutting period. This cut code must show in all pictures exactly as written.
- d. Contractor shall turn in a completion report electronically within five (5) business days of the conclusion of each respective cutting period. For each lot, the Contractor's completion report shall list performed tasks, include all pictures described above, special problems encountered during lot operations, any new damage, debris, or safety issues, and any other special needs remaining at the lot after lot operations.
- e. Note that on a monthly basis, Contractor must also complete Labor Standards Provisions Report and Monthly Training Report.

3. RELATED REQUIREMENTS:

- A. Site Access: The Contractor is not responsible to obtain or confirm lot access. The Contractor will direct all site access questions, including property boundary questions, to the NORA Representative.
- B. Equipment: The Contractor will use equipment safe, suited, equipped, and lawfully applied in operations hereunder. The Contractor will use no heavy equipment, such as front-end loaders or large back hoes, for lot operations without specific NORA approval.
- C. Nuisances, Damages, Hazards, and Spills: The Contractor will conduct responsible operations, creating no nuisances or safety or health hazards. The Contractor will not damage assigned lots. It will immediately clean, collect, and remove any fuel or oil spillage and move it to lawful disposal. It will not sweep or wash any solid waste or spillage into storm drains. Except as otherwise herein provided, the Contractor's tasked operations will leave lots cut, smooth, clear, clean and uncontaminated.
- D. Dumping Tickets: The Contractor will obtain original dumping tickets documenting and verifying all disposals. Dumping tickets on the facility letterhead will show the facility name and address, the time and date of the disposal, the debris type and quantity, and invoice number. The Contractor will obtain individual or combined receipts demonstrating full payment for associated disposals.
- E. Illegal Dumping: The Contractor will dump no debris, refuse, or other waste except as provided herein. NORA may immediately terminate the contract on confirmed evidence that the Contractor has dumped any waste collected hereunder in violation of law or City ordinance or otherwise in violation hereof.
- F. Risk: NORA does not warrant conditions at assigned lots. Some lots may be demolition sites. The Contractor acknowledges that assigned lots may contain or present latent and patent hazards and otherwise unsafe conditions, including holes, nails,

ruts, soft spots, hidden voids, deadfalls, broken concrete, bricks, pipes, ammunition, weapons, open sewer lines, gas meters and lines, dead trees, rope, insulation, asbestos, building materials, poisonous plants, open pools, live electrical wires, snakes, vermin and other animals, abandoned equipment, hazardous chemicals, fuels, and other conditions and that it enters and operates on assigned lots with full knowledge, prior inspection, and understanding thereof. **Anything herein to the contrary notwithstanding, the Contractor will not enter or work on or permit its employees, workers or sub-contractors to enter or work on any assigned lot the Contractor considers unsafe.**

- G. Hazardous Waste: The Contractor is not responsible to collect, and will not collect, hazardous waste pursuant to this contract. If the Contractor discovers hazardous materials at an assigned lot, he will immediately report findings to and take direction from NORA. For the purposes hereof, "hazardous waste" is, "any chemical compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Louisiana to be 'hazardous' as that term is defined by or pursuant to federal, state, or city legislation and regulations".
- H. Permits and Licenses: At its cost, the Contractor will secure and maintain all permits, and licenses required by law or regulation for its operations hereunder. The Contractor will demonstrate compliance at NORA request.
- I. Environmental Regulations: While completing work under this contract, the Contractor must meet all local, state, and federal environmental rules and regulations.
- J. Records and Reports:
  - 1. The Contractor will maintain Completion Records of all lot assignments, inspections, work orders, work order cancellations, cleanings, cuttings, clearings, disposals, treatments, and repairs hereunder.
  - 2. Every month the firm will deliver to NORA an electronic completion report Spreadsheet for each abatement cut cycle performed during the previous month's work order; this will be done by **Flash Drive Only**. Each Completion Report will contain electronic copies of all required documents (Invoice) and photographs related to assigned cut cycle period of assigned operations on each property. The flash drive will have a separate file containing only the before and after photographs (Initial Cuts and RMC). The firm will also submit the monthly Excel Spreadsheet (Work Order / Completion Report) that tracks the work that it has completed to date. It will list the address; type of cut performed; anticipated payment for type of cut performed; NORA Work Order Number; Cut Code; date Work Order was received, date that the work was completed, a brief summary of work completed, location where collected debris (if applicable); refuse and other waste was dumped and any other comments that the firm believes to be relevant. Finally, the NORA Work Order / Completion Report will identify each of the properties to be maintained by type (NORA, NORU, REALM, CNAP, etc.); the contractor is required to organize properties maintained by their "type" as identified in the work order / completion report.
  - 3. Complete the Monthly Training Report.
  - 4. Complete a weekly certified payroll report for every employee working in the field, whether for a contractor or subcontractor. Certified payroll reports are to be delivered to NORA on a not less than monthly basis.



K. Safety and Security:

1. The Contractor will promote safety and security in its operations hereunder. It will observe and monitor conditions and activities during, at, and near its operations. It will immediately report all observed dangerous, violent, unruly, disgraceful, illegal, and suspicious conditions and incidents to police officials. It will promptly report such conditions and incidents, and also any observed hazardous conditions, to NORA'S Representative (assigned NORA Inventory Inspector).
2. In all cases, the Contractor will conduct its operations mindful to maintain public safety and order. It will engage the public with courtesy and respect, and apply due caution and care for persons and property as it operates its equipment and renders services hereunder. It will engage the public in no disputes but seek police assistance where needed.

L. Hours of Operations: Except as otherwise directed by NORA, or except as prohibited by City Ordinances, the Contractor will conduct operations hereunder between 6:00 AM (start) and 6:00 PM (end).

M. Disadvantaged Business Enterprise ("DBE") and Section 3 Programs:

1. DBE and Section 3 Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out NORA'S DBE and Section 3 goals in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE/Section 3 participation goals. Best efforts shall include at least one job fair to be held in a neighborhood to be serviced under this contract. Contractor's failure to carry out these requirements, as determined in good faith by NORA, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set determined by NORA.
2. DBE/Section 3 Compliance Reporting. Contractor agrees to provide quarterly written reports to NORA'S Compliance Department on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:
  - a. The name and business address of each DBE and Section 3 Firm involved in the contract;
  - b. A description of the work performed and/or the product or service supplied by each DBE/Section 3 Firm;
  - c. The date and amount of each expenditure made to a DBE/Section 3 Firm; and
  - d. Such other information as may assist NORA'S Compliance Department in determining Contractor's compliance with the DBE/Section 3 Program and the status of any DBE/Section 3 performing any portion of the contract.
3. Access to Books and Records. Contractor agrees to grant NORA'S Compliance Department reasonable access to its books and records for purposes of verifying compliance with the DBE/Section 3 Program.

N. PAYMENTS

1. Invoices: The Contractor will invoice for completed operations by detailed monthly invoice to NORA, organized by assigned lot, with fees for all services calculated by measurements and areas approved in work orders and fee quotation. Invoices will contain original dumping tickets for each assigned lot and receipts documenting related payments in full to the disposal facility. The Contractor will earn no fee for lot



inspections or for other work or services at documented lots not thereafter assigned for cleaning, cutting, clearing, and treatment hereunder. The Contractor Invoice must be accompanied by the Contractor's monthly/bi-monthly completion report as described.

2. Fees: Fees will be set according to the cost schedule as proposed by NORA in **Attachment B**.

NOTE: For completed and accepted lot operations, NORA will pay the contracted price applied to measurements approved in work orders. Note that in instances after the Initial Cut where NORA fails to issue a work order for a particular lot within the respective interval noted above, the cost for a new work order on that lot will be the price set by NORA and the Contractor.



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**Attachment B**

**COST PROPOSAL FORM**

Respondent Business Name: \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business E-mail Address: \_\_\_\_\_

The Respondent proposes to perform or satisfy all specification requirements for the unit price(s) indicated below.

By: \_\_\_\_\_  
Signature
Printed Title

\_\_\_\_\_  
Printed Name
Date

**A. NORA ESTABLISHED COST SCHEDULE**

By responding to this solicitation, the respondent is agreeing to the established NORA standard fee schedule below.

Property Maintenance Task	Cost/Unit	Notes
Cut Types	-	
<i>Initial Cut</i>	\$175/lot	See definition
<i>Heavy Duty Cut</i>	\$100/lot	See definition
<i>Routine Maintenance Cut</i>	\$25/lot	See definition
<i>Partial/Perimeter Cut/Trim</i>	\$20/lot	See definition
Debris Removal	-	
<i>General</i>	\$19/cu. yd.	
<i>Tires</i>	\$6/each	
<i>White Goods</i>	\$29/each	



Window Boarding	\$34/window	See definition
2" x 4" Board Reinforcements	\$14/opening	
Fence Repair	\$26/linear foot	

Initial Cut: Includes no more than four (4) cubic yards of debris, four (4) tires, and three (3) white goods. Additional debris (including tires and white goods) must be billed in accordance with the schedule of fees. Initial cuts also include mechanical weeding up to reasonable residential standards.

Heavy Duty Cut: Includes scheduled mowing which occurs less frequently than routine maintenance, yet does not generate debris in excess of an initial cut.

Routine Cut: Includes no more than two (2) cubic yards of debris, four (4) tires, and three (3) white goods. Additional debris (including tires and white goods) must be billed in accordance with the schedule of fees. Routine cuts also include mechanical weeding up to reasonable residential standards.

Partial/Perimeter/Trimming: Includes the partial/perimeter mowing/trimming of a designated area specified in the enhanced maintenance regime. Such treatments have the same debris threshold and mechanical weeding requirement as a routine cut.

Window Boarding: NORA will identify each specific structure opening that is to be boarded, and will not compensate the firm for any boarded openings not included in the work order. 5/8" plywood and no less than 2" screws must be used in all boarding.



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### **Attachment C**

#### **SUBMISSION INFORMATION**

##### **I. Executive Summary**

This section should serve to introduce the proposer and acknowledge the scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and telephone number, and the stipulation that the proposal is valid for a time period of ninety (90) days from the date of submission.

This section **MUST** contain the following statement signed by the applicant or its authorized representative,

“By responding to this RFP, respondent agrees to NORA’s Required Contract Provisions as provided in Attachment A-I and therefore waives any future right to contest the required provisions.”

##### **2. Company Background/Experience**

The proposer should describe its firm by providing its full legal name, date of establishment, type of entity and business enterprise, short history, and current ownership structure.

This section should describe proposer’s experience and knowledge in:

- Property maintenance program experience, especially with programs that have similar size and scope;
- Experience in working within systems where documentation of accomplishments (through written reports, and “before and after” photos) was a critical component of the work;
- Quality control and data management;
- Working in and with the Public Sector; and
- Hiring, training, and retention of employees, particularly of employees from any of the groups targeted for employment opportunities under this contract.

This section must also address proposer’s capacity for property maintenance for up to 1,000 properties.

If the proposer intends to subcontract for portions of the work, the proposer should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the



subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor.

### **3. Staff Qualifications**

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project. This includes the proposer's own staff and staff from any subcontractors to be used.

Resumes should be provided for all key staff assigned to the program. For the proposer's (or subcontractor's) staff this information should also include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

### **4. References**

Provide a list of at least three (3) current references for most relevant completed contracts that directly relate to the scope of services to be offered by the firm. Include reference company name, address, contact name and title, phone number, email address, and description of the service provided.

### **5. Economic Opportunities**

In addition to moving blighted and/or vacant properties back into the private sector, NORA also has the goal of providing jobs and training opportunities for low income people living in the City of New Orleans, and especially in the neighborhoods most impacted by blight. A key component of the rating and ranking of proposals is based on the contractor's plan for awarding work to Disadvantaged Business Enterprises located in the City of New Orleans, for hiring local residents, and for giving opportunities to businesses that:

- are owned by low income people,
- are owned by residents of public housing.

Furthermore, NORA is particularly interested in doing business with contractors that provide job opportunities **AND** training for:

- the chronically unemployed (individuals who have been unemployed for more than 27 weeks);
- persons who have been convicted of a crime;
- recovering addicts;
- the homeless (defined as a person who has been continually homeless for the past year and or a person who has had four episodes of homelessness in the past three years as can be verified by a caseworker or shelter staff; and
- individuals in the City of New Orleans Office of Workforce Development's database.



**a. Disadvantaged Business Enterprises (DBE's):**

NORA encourages proposals from DBE's. A DBE contract goal of 35 percent has been established for this program. Offerors/bidders that are themselves, not DBE's shall agree to use its best efforts, as determined by NORA's Compliance Department in accordance with the factors set forth in NORA's DBE goals, to meet the contract goal for DBE participation in the performance of this contract.

All firms shall complete and submit the DBE Participation Form (Attachment G) and address the following:

- i. The names and addresses of all DBE firms that will participate in the contract;
- ii. The commitment of the participation of each DBE firm participating in the contract on a basis of the percentage of the total dollar value of the contract;
- iii. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
- iv. If the contract goal is not met, evidence of best efforts.

NOTE: NORA's Compliance Department shall make a determination as to whether the top rated proposer was responsive as to the DBE contract goal. If it is determined that the top rated proposer was responsive to the DBE contract goal, the contract shall be awarded to that proposer. If it is determined that the top rated proposer was non-responsive to the DBE contract goal, the proposal shall be rejected as non-responsive, and the next apparent top rated proposal, as determined by the Compliance Department, shall be required to comply with the procedures set forth herein in this Section.

**b. Section 3**

- i. Complete the Section 3 Plan provided in Exhibits A-F of this RFP.
  - ii. In narrative form, please describe how you will provide and the degree to which you will provide job opportunities and training to people from any of the following groups:
    - (1) The chronically unemployed (individuals who have been unemployed for more than 27 weeks);
    - (2) Persons who have been convicted of a crime;
    - (3) Recovering addicts;
    - (4) Tthe chronically homeless (defined as a person who has been continually homeless for the past year and or a person who has had four episodes of homelessness in the past three years as can be verified by a caseworker or shelter staff; and
    - (5) Individuals in the City of New Orleans Office of Workforce Development's database.





Please attach any commitment letters from contractors/workforce partners that will provide labor from these categories (if any), as well as job training partnerships or commitments you have in connection with this section of the RFP. NORA requires that 50% of new employees (after award is made) hired by contractor/team for field work on this contract be from the population described above. Furthermore, NORA has set a goal of 75% for workforce participation from people of these groups overall.

Note assignment of work under this contract will be to a very great degree based upon NORA's review of weekly payroll reports and upon monthly workforce training reports.

## **6. Cost Information**

Proposer shall complete the Cost Proposal Form in Attachment B.

**Proposers must not change the cost form other than as required. Any changes from the indicated RFP procedure could invalidate a proposal.**

## **7. Insurance**

The proposer shall provide evidence of insurance coverage and minimum required limits by completing and submitting Attachment E, Certificate of Insurance Coverage, as a part of their proposal.

## **8. Conflict of Interest Disclosure**

The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and NORA and their respective employees in the attached Conflict of Interest Disclosure Affidavit (Attachment F). If questions arise about potential conflicts of interests, please contact NORA prior to submitting proposal.

Please organize your proposal in order corresponding to this outline. Label each section accordingly, bind the complete document (staples OK), and on its cover clearly mark the proposer's name, RFP number and contract name.



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**Attachment D**

**EVALUATION AND SELECTION**

NORA will apply the following selection criteria and weighting factors to evaluate responses:

25%	<i>Experience:</i> Specialized experience and technical competence;
25%	<i>Staff Qualifications:</i> Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;
35%	<i>Capacity/References:</i> Demonstrated ability to perform services on projects similar in scope and size with personnel sufficient to prioritize this project; and
15%	<i>DBE/Section 3:</i> The degree to which the Proposer's response meets or exceeds NORA's Board approved Disadvantaged Business Enterprise (DBE) Policy and HUD Section 3 Goals.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (short list), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only, and will be the basis for ultimate contract award. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion are shown above. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process may entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote



the understanding of NORA's requirements with respect to this RFP, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms.

NORA will award a contract resulting from this solicitation to the responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous, price and other technical factors specified herein considered. NORA reserves the right to make contract awards without negotiations, and to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. NORA further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process.



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Attachment E

**CERTIFICATE OF INSURANCE COVERAGE**

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**Application Submitted By  
(Name of Firm):** \_\_\_\_\_

**Name of Surety Company:** \_\_\_\_\_

**Name of Surety Agent:** \_\_\_\_\_

**Surety Agent's Phone:** \_\_\_\_\_

The below signed hereby certifies the following information to be true and correct.

<b>Type of Coverage/ Minimum Required Limits</b>	<b>Policy or Binder #</b>	<b>Actual Limits</b>	<b>Expiration Date</b>
Commercial General Liability/ \$1,000,000 Occurrence; \$2,000,000 Aggregate			
Worker's Compensation insurance of \$1,000,000			
Professional liability insurance: \$1,000,000 per occurrence			
Employers Liability: Contractor shall obtain a minimum of \$1,000,000. Occurrence/\$1,000,000. General aggregate/\$2,000,000. Products- Completed Operations Aggregate (including contractual).			

Check the appropriate box(es) below:



- ☐ Limits on above policy will be increased
- ☐ Above policy now in effect
- ☐ Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Executive Director and New Orleans Redevelopment Authority (NORA) are hereby named as Additional Insured.
2. The Policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to NORA.
3. The insurance company is prohibited from pleading government function in the absence of any specified written authority from NORA.
4. The Policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera, which are normally covered while performing work under the above contract, whether specifically written therein or not.

*NORA is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. NORA bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to NORA. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.*

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**Authorized Agent's Signature**

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**Date**



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**Attachment F**

**NEW ORLEANS REDEVELOPMENT AUTHORITY**  
**CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

**STATE OF LOUISIANA**  
**PARISH OF \_\_\_\_\_**

Before me, the undersigned authority, came and appeared \_\_\_\_\_ who, being first duly sworn, deposed and said that:

1. He/She is the \_\_\_\_\_ and authorized representative of \_\_\_\_\_, hereafter called "Respondent."
2. The Respondent submits the attached RFP Response in response to the (insert name of solicitation).
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with NORA Commissioners, officers and employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

\_\_\_\_\_  
Respondent Representative (Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me, \_\_\_\_\_, Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_.

\_\_\_\_\_  
Notary Public (signature) Notary ID#/Bar Roll #



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**Attachment G**

**DBE PARTICIPATION FORM**

**Complete the following and submit with your proposal to confirm your level of DBE participation.**

**Please check the appropriate space:**

\_\_\_\_\_ The bidder/offeree is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeree, if unable to meet the DBE goal of \_\_\_\_\_%, is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of Bidder/Offeree Firm:

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_,

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

(Signature) (Title) (Date)

The bidder/offeree is committed to utilizing DBE participation on the project in the following manner.

**Please check the appropriate space:**

\_\_\_\_\_ The bidder/offeree is committed to utilizing the DBE firm named below for the *Scope of Work* as described. The estimated dollar value of the scope of work is \$\_\_\_\_\_ or \_\_\_\_\_% of the total dollar value of the contract.

\_\_\_\_\_ The bidder/offeree is committed to utilizing the DBE firm named below for the *Scope of Work* as described. The estimated dollar value of the scope of work is \$\_\_\_\_\_ or \_\_\_\_\_% of the total dollar value of the contract.

Name of DBE Firm:

\_\_\_\_\_





DBE Firm Owner or Contact:

---

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

DBE TYPE: \_\_\_\_\_ SLDBE CERTIFIED; \_\_\_\_\_ DOTD/LAUCP CERTIFIED;

\_\_\_\_\_ OTHER \_\_\_\_\_

\_\_\_\_\_ SCOPE OF WORK ATTACHED. Proposed DBE % \_\_\_\_\_

*SCOPE OF WORK: Describe the work to be performed by the DBE firm.*

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## **New Orleans Redevelopment Authority (NORA)**

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#### **Attachment A-I**

### **REQUIRED CONTRACT PROVISIONS**

**NORA will require that its contract for services contain certain required provisions, including, but not limited to the following, which may be revised as deemed appropriate by NORA:**

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of NORA.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of NORA, and in recognition of the Contractor's responsibility to NORA, the Contractor agrees to decline any offer of employment if its independent work on behalf of NORA is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify NORA and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of NORA. Final decision on any disputed offers of other employment for the Contractor shall rest with NORA.
4. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and save NORA harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against NORA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or



performance of the services to be done or performed by the Contractor hereunder and shall also hold NORA harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the NORA shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of NORA for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by NORA under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by NORA over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of NORA's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of NORA for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the NORA.

8. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws' provisions.

9. DURATION: This Agreement shall commence on the Effective Date and shall continue for a period of twelve months.

10. APPROPRIATION AND/ OR EXTENSION: This agreement may be extended at the option of NORA, provided that funds are allocated by the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by



NORA on an annual basis for no longer than five one year periods.

11. SOLICITATION: The Contractor attests that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

12. CANCELLATION: Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event NORA elects to terminate for convenience, NORA shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

13. AUDIT AND OTHER OVERSIGHT: It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

NORA and/or its designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to NORA, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for NORA.

14. SUBCONTRACTS: NORA may require information regarding ownership interests in the subcontractor prior to approval of the sub-Contractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.



**15. COMMUNITY DEVELOPMENT BLOCK GRANT COMPLIANCE:** The services described in this Agreement may be paid for by federal Community Development Block Grant disaster funds. Projects carried out using these funds must incorporate certain CBDG compliance provisions for contracts as outlined below.



**CDBG COMPLIANCE PROVISIONS  
FOR  
PROFESSIONAL SERVICES CONTRACTS**

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**I. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**  
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).



**3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set



- forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer,



recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**8. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be



denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**10. FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance



with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

## **11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

## **12. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## **13. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

## **14. CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or





subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**16. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.





- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

#### **17. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

#### **18. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.



**19. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**20. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**21. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**22. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

**23. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or



such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**25. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**26. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**27. ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate



provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**29. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**30. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**32. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.



### **33. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

### **34. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## Attachment A-2

### NORA PROPERTY MAINTENANCE PROGRAM - MONTHLY REPORT WORKFORCE ROSTER

Contractor / Subcontractor: \_\_\_\_\_

Please identify all workers who have performed work in connection with this project this month.

A. Name of Employee	B. Address of Employee	C. Job Category	D. Workforce Category**	E. Hire Date	F. Training 1 Tools	G. Training 2 Mechanics	H. Training 3 Photos	I. Training 4 Misc.	J. Training 5
<i>Example: Sara Scott</i>	<i>1314 Washington Ave New Orleans, LA 70130</i>	<i>Laborer</i>	<i>Name category (Section 3, chronically unemployed, etc.</i>	<i>6/13/2009</i>	<i>Name and date of Training</i>	<i>Name and date of Training</i>	<i>Name and date of Training</i>	<i>Name and date of Training</i>	<i>Name and date of Training</i>

## Attachment A-2


I hereby certify that the above information is truthful and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

### **Instructions:**

- A. List all employees working on project in Column A of the table provided above.
- B. Provide in Column B, the address of each employee listed in table.
- C. Provide in Column C, job classification for each employee (ie. Laborer, carpenter, receptionist, etc.).
- D. NORA requires that 50% of new employees (after award is made) hired by contractor/team for field work on this contract be from the population described below. Additionally, NORA has set a goal of 75% for workforce participation from people from these groups overall:

- the chronically unemployed (individuals who have been unemployed for more than 27 weeks),
- persons who have been convicted of a crime;
- recovering addicts;
- the chronically homeless (defined as a person who has been continually homeless for the past year and/or a person who has had four episodes of homelessness in the past three years as can be verified by a caseworker or shelter staff); and
- Individuals in the City of New Orleans Office of Workforce Development's database.

In Column D, please identify workforce category (if any) for workers coming from one or more of these groups.



## Exhibit A: Section 3 Certification COMPLETE IN INK

Business Name: \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Business Address: \_\_\_\_\_

I understand that Owner is relying on the information provided on this form to determine how the Contractor providing services meets, or will meet the requirements of US Regulation 24 CFR 135 (Section 3). With that in mind, I certify that the information provided by me above is truthful, accurate and complete.

By: \_\_\_\_\_  
Signature Printed Title

\_\_\_\_\_  
Printed Name Date

### A. Section 3 Business Concern Certification:

Section 3 Business Concern Criteria		Check All that Apply
<b>1. Company Ownership:</b> At least 51% of our company is <i>owned</i> by Public Housing Residents or Low-Income people per the table in <b>Exhibit B</b> . <i>If so, check box and complete the table in Exhibit C listing each of the owners of the company printed on company letterhead and certified by the company secretary.</i>		
<b>2. Company Workforce:</b> At least 30% of the <i>full time employees currently working</i> for the business are: <ul style="list-style-type: none"> <li>Currently Public Housing (HANO or other Local Housing Authority*) residents, or within three years of the date of first employment with the business concern were Public Housing (HANO or other Local Housing Authority) residents; or</li> <li>Individuals who reside in the New Orleans Metropolitan area* who meet the definition of low-income or very low-income person (see current income limits attached as <b>Exhibit B</b>)</li> </ul> <i>If either is applicable, check box. You will be required to provide the following evidence of Section 3 Status prior to Contract Award:</i> <ol style="list-style-type: none"> <li>Send memo to project owner providing the total number of permanent, full-time workers employed by the company as well as the number of those workers that qualify as Section 3.</li> <li>Submit one copy of Section 3 (Individual Certification) completed for each employee who can be certified as Section 3 (i.e. is a resident of Public Housing. OWNER also will accept a list of employees who have been certified as Section 3 by the Housing Authority of New Orleans.</li> </ol>		
<b>3. Subcontracting:</b> We shall demonstrate good faith efforts for complying with Section 3 by committing to subcontract awarding subcontracts for at least 25% of the amount of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) and (2) above. <Note: If contractor is unable to meet 25% threshold, they must describe good faith efforts they made to identify and engage with Section 3 Subcontractors.>		

\* The New Orleans metropolitan area includes the following Louisiana Parishes: Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist and St. Tammany.



**Exhibit B: Section 3 Income Limits Table**

Family Size	Income
1	\$33,600
2	38,400
3	43,200
4	48,000
5	51,850
6	55,700
7	59,550
8	63,400

*Source: U.S. Department of Housing and Urban Development, April 6, 2015*



**Exhibit C:**

**Section 3 Certification for Business Concern (Owners)**

***NOTE: This information should be printed on company letterhead and certified by a company representative.***

Owner Name	Percentage Stake in Company	Section 3?*

\* Attach an individual Section 3 certification for owners identified in the Table as Section 3. Note that the total ownership stake of Section 3 certified owners must be equal or greater than 51%

**Instructions:**

1. Column A: List each owner.
2. Column B: Indicate owner's percentage stake in the company.
3. Column C: Indicate whether owner meets Section 3. For each owner who is identified as Section 3 must complete a Section 3 Individual Certification (See **Exhibit D**)
4. Company representative signs and certifies accuracy of information provided in Columns A-C.



## Exhibit D

### Section 3 Certification (Individuals)

I, \_\_\_\_\_, live at \_\_\_\_\_

and I certify that I that one of the following is true:

☐ I am a resident of the New Orleans-Metairie-Kenner, LA MSA\* and my family size is \_\_\_\_\_ person (s), and that my family income is less than the income for my family size as shown on the chart below.

Family Size	Income
1	\$33,600
2	38,400
3	43,200
4	48,000
5	51,850
6	55,700
7	59,550
8	63,400

*Source: U.S. Department of Housing and Urban Development, April 6, 2015*

☐ I am a public housing resident at \_\_\_\_\_  
Name and Address of Public Housing

I hereby certify that the above information is truthful and accurate and that I am signing this under my own free will.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\* The New Orleans-Metairie-Kenner, LA MSA contains the following areas: Jefferson Parish, LA; Orleans Parish, LA; Plaquemines Parish, LA; St. Bernard Parish, LA; St. Charles Parish, LA; St. John the Baptist Parish, LA; and St. Tammany Parish, LA.



### Exhibit E: Section 3 Subcontractors

Subcontractor	Subcontract Amount	% Of Total Amount Subcontracted	Section 3?*

#### Instructions:

1. Column A: List each subcontractor.
2. Column B: Indicate each subcontractor's respective subcontract amount.
3. Column C: Indicate for each subcontractor, their percentage of the total amount subcontracted (this would be each contractor's subcontract amount divided by the total subcontract amount in column B).
4. Column D: Indicate whether subcontractor meets Section 3. For each subcontractor who is identified as Section 3, subcontractor must complete the applicable Section 3 certifications (Exhibit B or Exhibit C).



## Exhibit F:

### Section 3 Good Faith Efforts

The bulleted list below describes actions that could be considered as good faith efforts for purposes of complying with Section 3.

Be advised that in order to get credit for your efforts, you must provide documentation of what your company has done, including the resources you used, names of individuals you contacted, when you contacted them, and the results of the contact (hired/why not hired).

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- If a job fair was held, you must provide the date and time of the job fair as well as describe how you marketed the job fair.
- Advertise subcontracting or employment opportunities in the Times Picayune in Minority Paper such Louisiana Weekly. Contractor must be able to document advertisement with affidavit(s) of publication.
- Contact community organizations, Community Development Corporations (CDC's) to request assistance in notifying people/businesses who may qualify for Section 3 of employment opportunities on the project. Contact NORA for assistance in identifying community organizations in the project area. You must
- Contact Section 3 contractors listed on the local HUD office's Section 3 Registry (this is a new program and should be available beginning on May 1, 2011)
- Contact Section 3 contractors or employees listed on:
  - HANO Web site. HANO has a list of Section 3 certified businesses and individuals on its web site. At [www.hano.org](http://www.hano.org), follow the links to "Doing Business with HANO" and then "Section 3 Certification".
  - Crescent City Job Match (<http://www.crescentcityjobmatch.com/>). This is a new collaboration between the Housing Authority of New Orleans and the Industrial Development Board.
- Contact Workforce Training Programs within the New Orleans job market to identify Section 3 workers.
- Schedule and hold a job fair at a public space in the neighborhood where the project is proposed.
- Contract with an agency that will undertake the efforts to match eligible and qualified Section 3 residents with the employment positions to be filled.
- Meet with job training program coordinators to discuss workforce training needs and obtain new workers who might qualify for Section 3.
- Contact minority contractors associations and community organizations to assist in identifying Section 3 businesses who may be potential bidders.
- Contact agencies administering HUD Youthbuild programs and notify these agencies of contracting opportunities.
- Advertise contracting opportunities through trade association papers, local media, such as television, newspapers, and radio.



## EFFORTS TO COMPLY WITH SECTION 3 HIRING AND CONTRACTING GOALS NARRATIVE

(TO BE COMPLETED FOR CONTRACTS EXCEEDING \$25,000 BUT LESS THAN \$100,000)

Please describe in a narrative the efforts you plan to make or have already made in order to comply with Section 3 Hiring and Contracting goals. Attached is a list of example efforts that can be undertaken to evidence compliance with Section 3. You may utilize these examples as well as describe your own ideas about how to achieve the best results.

[illegible]



**EXHIBIT G  
NEW HIRE TRACKING SHEET**

*To be completed monthly by each contractor reimbursed with CDBG, NSP2 or HOME funds*

**Developer/ Contractor / Subcontractor:** \_\_\_\_\_ **Contract Type:** \_\_\_\_\_  
*(General Contractors shall submit separate reports from all subcontracts equal to \$100,000 or more. All subcontracts under 100k shall be reported by GC)*

**Report for Month of:** \_\_\_\_\_

**Part 1: Identify all new hires this month who have performed work in connection with this project.**

Name of New Hire	Address of New Hire	Job Category	Is this a Section 3 hire? If yes, complete Ex. D for each	Hire Date
<i>Example: Sara Scott</i>	<i>1314 Washington Ave New Orleans, LA 70130</i>	<i>Laborer</i>	<i>Yes</i>	<i>6/13/2009</i>

For the period of this report, indicate:

Total Number of New Hires: \_\_\_\_\_

Total Number of New Section 3 Hires: \_\_\_\_\_

Total Number in Project Workforce (not just new hires) \_\_\_\_\_

Total Number in Project Workforce who Are Section 3 (not just new hires) \_\_\_\_\_

Methods of attempting to recruit local persons of low and moderate income include: *(Advertisement in local media, public bulletin board, consideration of all applications received, U.S. employment service, etc.)*

On the line below, list the method(s) used

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